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SIMLA, SATURDAY, DECEMBER 2, 1961 (AGRAHAYAN 11, 1883)

PART IV

Advertisements and Notices by Private Individuals and Private Bodies

NOTIFICATION BY THE WEST INDIA COTTON ASSOCIATION LTD., AHMEDABAD

The approval of the Secretary, Forward Markets Commission under Sub-section 1 of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with S.O. 1162, dated the 4th May, 1960 has been obtained to the following amendments made to the Bye-laws of the West India Cotton Association Ltd., Ahmedabad, the same having been previously placed on the Notice Board of the Association pursuant to Section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

I. In By-Law 1—

(45) For the existing definition of "Invoice Back" the following definition shall be substituted, namely:—

"The expression Invoice Back means that when a tender is rejected or is deemed to have been rejected by the buyer, he instead of buying on account of the seller, accepts the spot rate or such other rate as may be prescribed in these Bye Laws in specific cases for the appropriate day and pays or receives, as the case may be, the difference between such spot rate or such other rate as may be prescribed in these Bye Laws in specific cases and the rate given in the delivery order; and where no tender is made, the buyer instead of buying on account receives or pays the difference between the spot rate or such other rate as may be prescribed in these Bye Laws in specific cases for the appropriate day and the contract rate or the last settlement rate whichever is the later in date".

II. In By-Law 35—

The existing text of sub-clause (6) shall be deleted.

III. In By-Law 51—

In clause (2)—

For the figures and words "2/32" 'off' for "staple", the following figures and words shall be substituted, namely:—
"1/32" 'off' for "staple".

IV. In By-Law 52—

For clause (a) (5) the following shall be substituted:—

"(a)(5), the staple length is not less by more than 1/32" than the staple length specified in column (3) of the Hedge Schedule and applicable to the cotton tendered except Co₂(A) in which case there shall be no tolerance".

V. In By-Law 54—

In clause (2) Co₂ shall be substituted by Co₂(A) and Co₂(B).

VI. By-Law 55—

For By-Law 55, the following shall be substituted:—
Tendering Differences—

"55(i) For the purposes of fixing tendering differences, the Board shall appoint a special Committee consisting of seven persons actively connected with the spot-market and representative of all panels. Four members of the special committee shall form a quorum and in

the event of a quorum not being available, the chairman or in his absence the Vice Chairman of the Board shall appoint a duly qualified person or persons to enable a quorum to be formed. In the event of a member of the special committee being granted leave, the Board shall appoint a duly qualified person to fill the vacancy during the absence of such member on leave.

- (ii) (a) The tendering differences fixed by the special committee shall be subject to a right of appeal to the Board on payment of an appeal fee of Rs. 100 provided the appeal is lodged with the secretary within two working days from the date of the notification of the tendering differences so fixed. If the Board in such appeal shall modify any such difference and if in their opinion such modification necessitates consequential modification of any other differences fixed by the special committee they shall have power to do so notwithstanding that no appeal against any such other differences has been preferred to them.
- (b) All appeal fees payable under this By-Law shall be credited to the funds of the Association. In the event of an appeal being successful half of such appeal fee shall be refunded.
- (iii) The tendering differences fixed by the special committee, subject to any modification in any appeal made by the Board, shall be applicable for all tenders of cotton against the Hedge Contract during the succeeding delivery month, and shall remain unaltered throughout such delivery period.
- (iv) On or about the 25th of the month preceding the commencement of a delivery period, the special committee shall fix the tendering differences, that is:—
 - (a) Premia or discounts for descriptions of cotton tenderable other than basic cotton, and for "class" or "grade";
 - (b) "On" allowances for various staple lengths as shown in the Hedge Schedule above the staple lengths specified in column (3) of the Hedge schedule appended to these By-Laws;
 - (c) "Off" allowances for various staple lengths under the staple lengths specified in the note appearing at the end of the Hedge schedule appended to these By-Laws.
- (v) The special committee and in the case of appeal, the Board shall fix—
 - (a) The tendering differences between the basic cotton and other tenderable descriptions on the basis of the differences between the Hedge Contract rate and the spot rate of respective descriptions on the day of fixation of tendering differences by reducing the plus difference—(premium) by 15 per cent and increasing the minus difference (Discount) by 15 per cent;

- (b) "On" and "off" allowances on the basis of the differences between the spot rate prevailing in the spot market for the basic staple of the description and tenderable staples permitted for each description above and below the basic staple taking into account the spot prices for the respective staple lengths of the same description in the interior markets; and

- (c) premia or discounts for "Class" or "Grade" by taking into consideration the spot rate fixed under By-Law 56".

VII. In By-Law 56—

In clause (1), after the words "daily" and before the words "For" appearing in line eight, the words "except on due date" shall be added.

VIII. In By-Law 57—

(1) For the existing clause (1), the following shall be substituted, namely:—

- "(1) On or about the due date of the Hedge Contract the Board shall fix and register the spot rate for basic cotton for the due date as per provisions in by law 56".

The following new clause shall be added as clause 1(A):—

- "1(A) On or about the due date the Board shall fix the Hedge Contract rate for the due date, after taking into consideration the Hedge Contract rate on the due date and if there be no trading on that day then the Hedge Contract rate on the previous trading day and other relevant factors which in the opinion of the Board require to be taken into consideration".

IX. By-Law 110—

For bye-law 110, the following Bye-Law shall be substituted, namely:—

- "110(1) If a seller fails to issue a delivery order for goods sold, the buyer shall invoice it back to the seller at the rate applicable for the due date, as per provision of Bye-Law 162A, plus a penalty of Rs. 10 per bale.
- (2) If the cotton or any portion of it for which a delivery order has been passed which is not actually then ready for delivery in a godown or a factory within the municipal limits of Ahmedabad or in the event of the seller having exercised his option to deliver cotton in mofussil, at the place notified by him under Bye-Law 97, the buyer shall invoice it back to the seller at the rate applicable, as per provisions of Bye-Law 162A, for the day on which failure to delivery occurred or the absence of cotton is discovered or in the event of a dispute of the day following the decision thereof, and in an event of the appeal to the Board, such rate as may be fixed the Board in deciding the appeal, plus a penalty of Rs. 20 per bale, in each of the above cases".

X. In By-Law 111—

- (a) In clause (3)(b)—

For the words "the spot rate for invoicing back shall be that of the previous day", the words "the rate for invoicing back shall be that as applicable for the previous day as per the provisions of By-Law 162A", shall be substituted.

- (b) In clause (3)(c)—

For the words "the spot rate for invoicing back shall be at the option of the seller to be declared by him in writing, that of either the first or the third day following the date upon which the buyer discovered that the portion of the goods under the delivery order was not ready for delivery. In the event of the seller not intimating his option within 24 hours of non-receipt of intimation of purchase from the buyer, the goods shall be deemed to have been invoiced back at the spot rate of the first day following the date upon which the buyer discovered that the portion of the goods under the delivery order was not ready for delivery", the following words:—

"The rate for invoicing back shall be, at the option of the seller to be declared by him in writing applicable as per provisions of By-Law 162A, for either the first or the third day following the date upon which the buyer

discovered that the portion of the cotton was not ready for delivery. In the event of the seller not intimating his option within 24 hours of non-receipt of intimation of purchase from the buyer, the cotton shall be deemed to have been invoiced back at the rate applicable as per provisions of By-Law 162A for the first day following the date upon which the buyer discovered that the portion of the cotton was not ready for delivery". shall be substituted.

XI. In By-Law 162—

Cotton not a fair tender—

In clause (1), for the words "at the spot rate of the basic cotton fixed for the day following the date of such award, provided that if the difference between the spot rate for basic cotton and the Hedge Contract rate as fixed for the day by the Daily Rates Committee be more than Rs. 7/- per quintal, the cotton shall be invoiced back at the Hedge Contract rate fixed for the day plus Rs. 7/- per quintal plus 50 per cent of the excess of the difference between the spot rate for basic cotton and the Hedge Contract rate above Rs. 7/- per quintal, subject to a maximum of Rs. 3/- per quintal", the following words shall be substituted, namely:—

"at the rate applicable as per provisions of Bye-Law 162A".

XI-A. The following bye-law shall be added after bye-law 162, namely:—

"162A(a) The rate for invoicing back cotton shall be the spot rate of the basic cotton fixed and registered for that date less 50 per cent of the difference between such spot rate and the relative Hedge Contract rate as fixed and registered for that day under bye-law 56 and for the due date under bye-law 57. In the event of either the spot rate or the Hedge Contract rate not being fixed on any day or days owing to Markets being closed or their being no hedge transactions, or such other reasons, then the invoicing back rate shall be calculated on the rates fixed on the next working day.

- (b) The rate applicable for invoicing back cotton on due date shall be applicable on subsequent days".

XII. In By-Law 233—

(a) For the existing clause (1)(a), the following clause shall be substituted:—

- "(1) (i) The outstanding business in the Hedge Contract shall be subject to payment of deposit at such rates and/or at such price lines of the relative Hedge Contract as may be prescribed by the Board with the approval of the Forward Markets Commission from time to time.

- (ii) Whenever deposits are prescribed and become applicable, every member using the clearing House shall on the day following deliver to the Clearing House a statement in prescribed form showing the outstanding purchases and sales in the relative Hedge Contract and shall pay in the Clearing House the deposits at the prescribed rates.

- (iii) The deposit shall be payable by a member on the open long or short position of his own, as well as of his member and/or non-member client's account and appropriated business as the case may be or in other manner as may be prescribed.

- (iv) No deposit shall be payable by a member on his net outstanding sales in the relative Hedge Contract to the extent of the stock of tenderable descriptions, both of old and Current Crop Cotton, against the Hedge Contract, held by him in Ahmedabad and upcountry either on his own account or on behalf of his client on a declaration made by him to that effect to the Clearing House in such form as may be prescribed by the Board".

- (b) In Clause 1(b)—

Add the words "unless specifically provided otherwise" in the beginning of the clause.

- (c) In Clause (2)—

Delete the words, "the price rise or fall takes place as above and."

- (d) In clause (9), insert the words "The Board with the approval of" between the words "forgoing provisions of this Bye-Law" and "the Forward Markets Commission".

XIII. In By-Law 254—

For the existing clause (1) the following shall be substituted, namely:—

“(1) The Board shall appoint every year at one of its meetings after the new Board has taken office under the Articles, a Vigilance Committee consisting of five persons two of whom shall be the Government Nominated Directors and the rest from among members or their authorised representatives of the Association”.

XIV. The following new By-Law shall be enacted as 267:—

“267. For the purposes of the Hedge Contract for the cotton season 1960-61, the provisions of the By-Laws and the Hedge Schedule noted hereunder as they stood immediately before 25th July 1961 shall be applicable; namely:—

1, 35, 51, 52, 54, 55, 56, 57, 110, 111, 162, 233 and the Hedge Schedule; and for the purposes of the Hedge Contract for the crops of the cotton season 1961-62 and thereafter, the said provisions as amended on the aforesaid date and of By-Laws 162A and 267, shall be applicable.

XV. In the Hedge Schedule—

(i) For the stations mentioned in Column (5) under the heading “Places where pressed” the words “all pressing stations in the areas” shall be substituted.

(ii) For the existing standard description of M.G. Co., the following shall be substituted:—

(1)	(2)	(3)	(4)	(5)
M.G.Co. (A)	170Co. 134 Co ₂ M	1 ₃₂ ”	1 ₃₂ ”	Broach Kaira Sabarkantha Rajkot Division of Gujarat State.
				All Pressing stations in the areas.

NOTE—170 Co₂ and 134 Co₂M Cottons grown in the districts of Gujarat State mentioned above are tenderable only if certified or Ag. Marked by the Department of Agriculture.

(1)	(2)	(3)	(4)	(5)
M.G.Co. (B)	170Co. 134 Co ₂ M	1”	1 ₃₂ ”	Broach Kaira Sabarkantha Rajkot Division of Gujarat State.
				All Pressing stations in the areas.

NOTE—This includes uncertified 170 Co₂ and 134 Co₂M cottons grown in the districts of Gujarat State mentioned above.

(iii) The asterisk (*) placed against certain places mentioned in Column (5) under the heading “places where grown”, and the explanatory remark at the foot of the schedule against the asterisk (*) shall be deleted.

(iv) The existing note to the schedule shall be substituted by the following:—

(a) A tolerance of 1/32” is allowed in respect of all tenderable descriptions except Co₂(A), i.e. the buyer shall be bound to take these cottons tendered if they are less by not more than 1/32” than the staple specified in column (3) above.

(b) No tolerance is allowed in respect of Co₂(A).

Place—Ahmedabad.

Date—27th July 1961.

SHANTILAL MANILAL SHAH

Secretary

The West India Cotton Association Ltd., Ahmedabad

LOST

The Government Promissory Notes as detailed below of the three per cent loan of 1970-75 for Rs. as detailed below originally standing in the names of the parties as shown below and last endorsed to parties as shown below, the proprietors, by whom they were never endorsed to any other person, having been lost, notice is hereby given that the payment of the below mentioned three per cent loans

of 1970-75 and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Bombay, and application is about to be made for issue of duplicates in favour of the proprietors. The public are cautioned against purchasing or otherwise dealing with the said securities.

Notes Nos.	Amount	Originally issued	Last endorsed to.
BY095011	500	Reserve Bank of India.	Durgaprasad Jhunjhunwala.
BY095914	500	Do.	Banvarilal Jhunjhunwala.
BY095914	500	Do.	Kedarnath Jhunjhunwala.
BY095910	500	Do.	Kedarnath Hanumandas.
BY095913	500	Do.	Do.
BY097760	500	Do.	Do.

Name of the advertisers—Shri Kedarnath Hanumandas.

Residence—C/o Kedarnath Hanumandas Co., Bullion Association Building, Sheikh Memon Street, Bombay-2.

DESTROYED

The Government Promissory Notes Nos. DH016986/87 of the 3 per cent loan of 1949-52 for Rs. 100/- and Rs. 500/- respectively originally standing in the name of Reserve Bank of India and last endorsed to Mohd. Wajih minor the proprietor, by whom they were never endorsed to any other person, having been destroyed, notice is hereby given that the payment of the above notes and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, New Delhi and that application is about to be made for payment of the discharged value in favour of the proprietor through the District Judge, Budaun. The public are cautioned against purchasing or otherwise dealing with the above mentioned securities.

Name of the Advertiser—I. N. Misra, District Judge, Budaun.

Budaun, the 5th August 1961.

CHANGE OF NAME

I, Ram Phera, s/o Shri Thakur Parsad Singh, T.W.M., C.T.O., New Delhi, hereby change my name as BANS RAJ SINGH, s/o Shri Thakur Parsad Singh, All concerned to please note.

CHANGE OF NAME

Rate—O.D.

O. No.—86630.

Present name—BHAGIRTH MAL JAT.

Proposed name—BHAGIRTH MAL VERMA.

Sailors home address—Son of Khosla Ram Jat, Village Chakbas, P.O. Bharu, District Jhunjhun, State Rajasthan.

CHANGE OF NAME

The name of “T. P. Danapalan”, Messenger, Post Office Tiruvidamarudur is changed as “Elam Kadiroan”.

CHANGE OF NAME

Consequent on the marriage, Kumari S. D. Vaidya, desires to be known and addressed as Smt. Shubha Dwarkanath Shringarpure.

CHANGE OF NAME

I, Kappala Yanadi, S/o K. Ananthaiah, Hospital Attendant, S. Railway Dispensary, Telgi Bijapur (District), Mysore (State) shall henceforth be known as K. R. Krishna (Kovvali Rama Krishna).

Telgi, the 6th November 1961.

KAPPALA YANADI

CHANGE OF NAME

I lately called A. Shanmugam, son of T. P. Angamuthu now employed as clerk, S. No. 1963, Southern Railway shall hereinafter be called, known and distinguished by my correct name T. A. Thirumugam.

CHANGE OF NAME

K. R. Joshi, a retired Deputy Director of Inspection by affidavit dated 8th November 1960 has changed the spelling of his surname from Joshey to Joshi.

CHANGE OF NAME**ADDENDUM NOTIFICATION**

Read line 3 of my notification on page 172, Part IV Gazette of India, dated July 23, 1960, with the following insertion between the words "Physics" and "March 1956":—"University of Kerala, qualified by virtue of holding Bachelor of Science Honours Degree in".

S. JANARDHANAN

CHANGE OF NAME

The name of T. Panchanatham, S/o P. Thyagaraja Pilla of Tiruchathimutham, Kumbakonam Taluk, employed as R.G.A.S.M. Vaitheesvarankoil, S. Rly. is changed as Pieraima Naraayanan.

CHANGE OF NAME

T. Chakkarai Chetty, son of N. Thiru Vengida Chettiar, Assistant Ward-Keeper, Forms Depot, S. Rly., Rayapuram, Madras shall henceforth be known as T. Narayanan.

CHANGE OF NAME

I. Stephen Mono Ranjan Biswas, son of Rev Jogendra Nath Biswas of Krishnagar, Nadia, will henceforth be known as Mono Rajan Biswas.

CHANGE OF NAME

I. Badami Gopinathachar, Postal Signaller, Gulbarga Division shall henceforth be known as B. Gopinath (Badami-Gopinath).
Koppal, the 2nd November 1961.

CHANGE OF NAME

MS-6405 Captain (Miss) Anne Vergis, AMC, changed to (Mrs.) Anne Pareira on her marriage on 7 Sep 60.

Authy:—Annexure 'A' to AI 196/51 duly approved by the DG AFMS on 2 Jan 61.

In the matter of the Companies Act, 1956
Members' Voluntary Winding-up

Federation of Trades Associations of India
(in liquidation)

Notice convening final meeting

Notice is hereby given in pursuance of Section 497 that a general meeting of the members of the above-named company will be held at 12E, Connaught Place, New Delhi on the 27th day of December 1961 at 11 A.M. for the purpose of having an account laid before them showing the manner in which the winding-up has been conducted and the property of the company disposed of and of hearing any explanation that may be given by the liquidator and also of determining by a special resolution of the company the manner in which the books, accounts and documents of the company and of the liquidator shall be disposed of.

Dated this 18th day of November 1961.

N. VENKATRAMAN
Vol. Liquidator

In the matter of the Companies Act, 1956
Members' Voluntary Winding-up

Delhi Provincial Trades Association
(in liquidation)

Notice convening final meeting

Notice is hereby given in pursuance of Section 497 that a general meeting of the members of the above-named company will be held at 12E, Connaught Place, New Delhi on the 27th day of December 1961 at 11-30 A.M. for the purpose of having an account laid before them showing the manner in which the winding-up has been conducted and the property of the company disposed of and of hearing any explanation that may be given by the liquidator and also of determining by a special resolution of the company the manner in which the books, accounts and documents of the company and of the liquidator shall be disposed of.

Dated this 18th day of November 1961.

N. VENKATRAMAN
Vol. Liquidator

The Companies Act, 1956

In re: Sayyed Hassen Brothers, Private Limited.
Kizhakkoth, Koduvally

At a General Body meeting of the above company held at its Registered Office at Kizhakkoth, Koduvally on

Saturday the 30th September 1961, the following resolution was passed as a special resolution.

"Resolved that the company be wound up voluntarily as members' voluntary winding up and that Dr. Sayyed Hussain, the present Managing Director, be appointed as liquidator of the Company without any remuneration".

for Sayyed Hassen Brothers, Private Ltd.

(Sd.) DR. P. V. SAYYED HUSSAIN
Managing Director

Koduvally, the 8th October 1961.
16 Asvina, 1883.

Companies Act, 1956**Members' Voluntary Winding up****Notice of appointment of liquidator pursuant to S. 516**

Name of company—Sayyed Hassen Brothers Private Limited.

Name of business—Homoeo Medicine dealers.

Address of Registered Office—Kizhakkoth, Koduvally.

Name and address of Liquidator—Dr. P. V. Sayyed Hussain, Homoeo Practitioner, Koduvally.

Date of appointment—30th September 1961 (8th Asvina 1883).

By whom appointed—By the Members.

(Sd.) DR. P. V. SAYYED HUSSAIN

Koduvally, the 8th October 1961.
16th Asvina, 1883.

NOTICE**(Pursuant to Section 485 of Companies Act, 1956)**

Take notice that at an extraordinary general meeting of Nagpur Hard Boards Private Limited, Nagpur, convened and held on 26th September 1961, at the registered office of the Company the following resolution was unanimously passed as a special resolution:—

"Resolved that the Company Nagpur Hard Boards Private Limited be wound up voluntarily".

The 26th September 1961.

MAHADEO BALAJI SHRIPAD
Chairman of the meeting

NOTICE

(Pursuant to Section 516 of the Companies Act, 1956)
Members' Voluntary Winding up

Notice of appointment of Liquidator pursuant to
Section 516

Name of Company—Nagpur Hard Boards Private Limited.

Nature of Business—Proposed to manufacture Hard Boards.

Address of registered Office—Reshamoli, Budhwari, Nagpur 2.

Name and address of Liquidator—Shri Gopal Das Bagri, B.Com., F.C.A., c/o Lova Bagri & Co., Chartered Accountants, Itwari, Nagpur 2.

Date of appointment—26th September 1961.

By whom appointed—By members of the Company by passing a special resolution.

NOTICE TO CREDITORS**Estate: Angus Wallace Gillespie deceased**

Pursuant to Section 360 of Act XXXIX of 1925 all persons having claims against the Estate of the above named deceased of Arrow House, Manor Close, East Horsley, Surrey, Scotland, who died at London on the 23rd December 1960, are hereby required to send full particulars of their claims to Mr. Keith Atkinson and Mr. John Alexander Cruickshank both of National And Grindlays Bank Limited, 19, Netaji Subhas Road, Calcutta, the Administrators to the above estate on or before the 18th December 1961 after which date the said Administrators will proceed to distribute the assets of the above estate without regard to any claims except those of which any notice shall then have been received.

Dated Calcutta, the 13th day of November 1961.

SANDERSONS & MORGAN

Solicitors for the said Administrator:
5, & 7, Netaji Subhas Road, Calcutta